

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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SIMONE J. JELKS,

Plaintiff,

Civil Action No.  
07-CV-7513 (PKC)

**STIPULATION OF SETTLEMENT  
AND ORDER OF DISMISSAL**

GILYARD MFG. CO. LLC, KWOK K.  
WONG, WONG CHI MING, and  
CHARLES CHONG,

Defendants.  
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WHEREAS, Plaintiff SIMONE J. JELKS filed a Complaint on August 24, 2007 and a First Amended Complaint on May 19, 2008 alleging that defendants owed plaintiff unpaid wages while employed by Gilyard Mg. Co. LLC and other violations of the FLSA and New York laws; and,

WHEREAS, Plaintiff SIMONE E. JELKS and Defendant KWOK K. WONG are interested in resolving the issues alleged in the complaint in this action, and have negotiated in good faith for that purpose; and,

WHEREAS, none of the parties to the above-captioned action is an infant or incompetent person; and,

WHEREAS, the parties in the above-captioned action wish to discontinue the litigation as against Defendant KWOK K. WONG;

IT IS HEREBY STIPULATED AND AGREED by and between the parties herein by their respective counsel as follows:

1. The parties hereby agree that the above-captioned action as against Defendant KWOK K. WONG is dismissed and discontinued with prejudice, pursuant to Rule 41(a) of the Federal Rules of Civil Procedure.

2. Any and all of the claims for damages by plaintiff which are the subject of this action or otherwise arise out of any of the incidents alleged in the Complaint are hereby settled, as against Defendant KWOK K. WONG for the sum of SEVEN THOUSAND AND FIVE HUNDRED DOLLARS (\$7,500.00) in full satisfaction of all claims for damages, costs, disbursements and legal fees.

3. In consideration of the payment of the sum stated in Paragraph #2, above, Plaintiff SIMONE E. JELKS hereby releases Defendant KWOK K. WONG in his individual and official capacities, and his heirs, executors, administrators and assigns, from any and all claims,

liabilities and causes of action related to or arising out of any and all of the events set forth in the Complaint and First Amended Complaint in the above-captioned action.

4. The check for payment of the sum stated in Paragraph #2, above, shall be drawn to the order of "Simone Jelks" and held by defendant's counsel in escrow (with a copy of same delivered to plaintiff's counsel as proof of payment) by July 19, 2008.

5. Upon defendant's counsel's receipt of the Stipulation of Settlement signed by plaintiff's counsel and So Ordered by the Court, defendant's counsel will deliver the check held in escrow referenced in Paragraph #4 above to plaintiff's counsel within three (3) business days.

6. Nothing in this Stipulation of Settlement shall be construed as an admission or concession of liability whatsoever by any of the defendants regarding any of the allegations made by the plaintiff in the Complaint.

7. This Stipulation of Settlement and any Order entered thereon shall have no precedential value or effect whatsoever and shall not be admissible in any other action or proceeding as evidence or for any other purpose except in an action or proceeding to enforce this Stipulation of Settlement.

8. This Stipulation of Settlement embodies the entire agreement of the parties in this matter, and may be executed in any number of counterparts, including copies of original signatures, all of which together shall be considered an original to be entered with the Court thereafter without further notice.

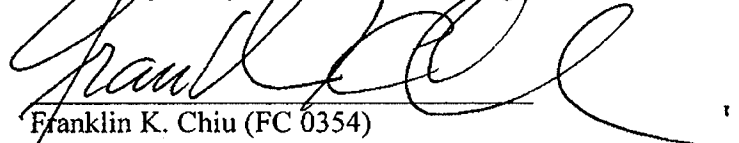
Dated: New York, New York  
July 17, 2008

*Attorneys for Plaintiff Simone E. Jelks*



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**SO ORDERED:**

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United States District Judge  
Dated: New York, New York  
July \_\_, 2008